

# **Exhibit A**

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (the “Agreement”) is made this \_\_\_\_\_ day of October, 2013, by and between Marc H. Baer (the “Trustee”), Chapter 7 Trustee for the bankruptcy estate of *In Re: Charles E. Moore and Felicia W. Moore*, pending in the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Court”), Case No. 13-12841-NVA (the “Bankruptcy Case”); and the following persons and entities:

1. Robert S. Svehlak, Neil D. Roseman, Beverly J. Svehlak, Imagine Capital, Inc., Leadprobe, Inc., and Boomerang Properties, LLC, (collectively, the “IC Defendants”);
2. King Title Co., Inc. and David Pierce (collectively the “KT Defendants”);
3. Ronald B. Katz and Ronald B. Katz, P.A. (collectively, the “Katz Defendants”);
4. James W. Holderness; Holderness, Menchel & Alter, LLC; Holderness & Associates, LLC (collectively, the “Holderness Defendants”);
5. Robert C. Brendel; Robert C. Brendel, P.A.; Stonegate Title Co.; and Cynthia K. Brendel (collectively, the “Stonegate Defendants”);
6. Cardinal Financial Company Limited Partnership (hereafter “Cardinal”);
7. Granite Finance, LLC, Granite Partners, LLC, Granite Development, LLC, and Michael Walsh (collectively the “Granite Defendants”);
8. Wells Fargo Bank, N.A. (hereafter “Wells Fargo”);
9. Kathryn M. Jewell and E&W Realty, LLC (collectively the “Jewell Defendants”); and
10. Bowie & Jensen, LLC (hereafter “B&J”).

**WHEREAS**, the Parties<sup>1</sup> executing this Agreement have been engaged in disputes (the “Disputes”) arising out of certain commercial loan transactions and other dealings among and between Charles E. Moore and Felicia W. Moore (together, the “Moores” or the “Debtors”) and various other persons and entities including, but not limited to, the persons and entities identified in paragraphs 1-10 above (the “Transactions”); and

**WHEREAS**, as a consequence of the Disputes, the Moores filed a Complaint (along with any amendments thereto, the “Complaint”) against several persons and entities including, but not limited to, the persons and entities identified in paragraphs 1-9 above, on or about May 30, 2012, in the Circuit Court of

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<sup>1</sup> Any reference herein to the “Parties” includes the Trustee and all persons and entities identified in paragraphs 1-10 above.

Maryland for Baltimore City (the "Circuit Court"), styled *Moore v. Svehlak, et al.*, Case No. 24-C-12-003357 (hereinafter referred to as the "Action");<sup>2</sup> and

WHEREAS, also as a consequence of the Disputes, Imagine Capital, Inc. filed suit against the Moores in the Circuit Court of Maryland for Baltimore City in the case, styled *Imagine Capital v. Moore, et al.*, Case No. 24-C-09-003634 (the "Confessed Judgment Case"). The Confessed Judgment Case is currently on appeal to the Maryland Court of Special Appeals (the "Court of Special Appeals") in the case styled *Imagine Capital, Inc. v. Charles E. Moore, et ux.*, September Term 2011, No. 02445 (hereinafter referred to as the "Appeal"); and

WHEREAS, on or about February 20, 2013, the Moores filed the Bankruptcy Case; and

WHEREAS, upon the filing of the Bankruptcy Case, the claims asserted by the Moores in the Action became property of the Bankruptcy Estate of Charles E. Moore and Felicia W. Moore (the "Bankruptcy Estate"), within the control of the Trustee, and, consistent therewith, the Trustee has been substituted as the proper Plaintiff in the Action; and

WHEREAS, the Parties executing this Agreement desire to fully and finally settle, discharge and terminate all claims and controversies, whether known or unknown, between them which arise out of or relate to the Action, the Confessed Judgment Case and the Appeal (collectively, the "Asserted Claims"), upon the terms and conditions set forth herein; and

WHEREAS, the Parties expressly acknowledge that the Asserted Claims do not include any potential claims by the Debtors as a relating party in any action brought by, or on behalf of, any agency of the United States government, which claims are hereby expressly excluded from the definition of Asserted Claims.

WITNESSETH, in consideration of the foregoing recitals, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, it is

**AGREED:**

1. **Incorporation of Recitals.** The recitals to this Release and Settlement Agreement are incorporated by reference herein.

2. **Settlement of All Claims.** The following Parties agree that the following sums and additional considerations as noted shall be paid to the Trustee within fifteen (15) days of the approval of this Agreement by the Bankruptcy Court:

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<sup>2</sup> Any reference herein to the "Defendants" includes the persons and entities identified in 1-9 above. While B&J is not named as a defendant in the Action, B&J is joined as a party to this Agreement because B&J and at least one principal of B&J have been identified as possible additional defendants in the Action.

- (a) The IC Defendants shall collectively pay Sixty Thousand Dollars (\$60,000). In addition, Imagine Capital, Inc. shall release any Deed of Trust on properties owned by the Moores, including the filing of the applicable Deed of Trust Lien Releases.
- (b) The KT Defendants shall collectively pay Twelve Thousand Five Hundred Dollars (\$12,500);
- (c) The Holderness Defendants, Katz Defendants and the Stonegate Defendants shall collectively pay Fifty Five Thousand Dollars (\$55,000);
- (d) Defendant Cardinal shall pay Five Thousand Dollars (\$5,000);
- (e) Granite Defendants shall pay One Thousand Dollars (\$1,000);
- (f) Defendant Wells Fargo shall pay Three Thousand Dollars (\$3,000); and
- (g) The Jewell Defendants shall collectively pay One Thousand Dollars (\$1,000).

3. **No Admission.** The Defendants and B&J deny liability to the Trustee, the Moores and each other, and state that they have made no agreement to do or omit to do any act or thing not set forth herein. The Defendants and B&J further state that this Agreement is entered into as a compromise in order to avoid expense and to terminate all controversies and/or claims for injuries or damages of whatsoever nature, known or unknown, that in any way arise from or relate to the Asserted Claims.

4. **Releases; Waivers of Claims; Covenant Not to Sue.**

(a) **By the Trustee.** The Trustee, in his authorized capacity as the Trustee in the Bankruptcy Case, hereby releases, acquits and forever discharges each of the Defendants, B&J, and each of their respective agents, assigns, principals, heirs, executors, administrators, personal representatives, predecessors, successors, parents, subsidiaries, affiliates, attorneys, officers, directors, stockholders, privies and insurers (hereinafter, collectively, the "Defendants' Released Parties"), from any and all known and unknown claims and demands of whatsoever nature, including any claims or demands for damages, economic losses, punitive damages, costs, loss of services, attorney's fees, costs of litigation and/or injury to reputation having already resulted or to result at any time in the future, arising out of or related to the Asserted Claims.

(b) **By the Defendants.** The Defendants hereby release, acquit and forever discharge the Trustee, the bankruptcy estate of the Moores, and each of their respective agents, assigns, principals, heirs, executors, administrators, personal representatives, predecessors, successors, parents, subsidiaries, affiliates, attorneys, officers, directors, stockholders, privies and insurers (hereinafter, collectively, the "Trustee's Released Parties"), from any and all known and unknown claims and demands of whatsoever nature,

including any claims or demands for damages, economic losses, punitive damages, costs, loss of services, attorney's fees, costs of litigation and/or injury to reputation having already resulted or to result at any time in the future, arising out of or related to the Asserted Claims.

(c) Claims Waiver. The Defendants and B&J hereby waive all claims against the Moores' Bankruptcy Estate, including any and all claims filed in the Bankruptcy Case (whether filed before or after the execution of this Agreement) and -any claim under 11 U.S.C. § 502(h) for payment of settlement amounts pursuant to this Agreement.

(d) Covenant Not To Sue. The Trustee hereby covenants and agrees not to bring suit or otherwise file or pursue a claim against any person or entity released by the Trustee pursuant to this Agreement, if such suit or claim arises from or relates to the Asserted Claims.

(e) Court of Special Appeals Appeal. The IC Defendants and the Trustee expressly acknowledge that the IC Defendants are awaiting the disposition of the Appeal taken by Imagine Capital to the Court of Special Appeals, Appeal No. 02445 (Sept. Term 2011). For reasons more fully set forth in the Motion to Lift Stay to be filed by Imagine Capital, the IC Defendants desire a final disposition and mandate by the Court of Special Appeals to reverse the basis for the finding of the Circuit Court giving rise to the Appeal. Regardless of the nature of the final disposition of the Appeal, the releases and this settlement agreement remain in full force and effect and thus the IC Defendants and the Trustee relinquish their right to take any further action with respect to the Confessed Judgment Case or the Appeal following the issuance of the mandate by the Court of Special Appeals.

(f) Full and Complete Settlement. The Parties agree that this Agreement represents a full and complete settlement between the Parties with respect to the Asserted Claims, and that the Parties have no obligation to make any payment or to do any act other than as set forth herein.

(g) Joint Tortfeasor Release. The Trustee agrees that to the extent he nevertheless pursues a cause of action against anyone other than the Defendants' Released Parties for damages arising out of or relating to the facts and matters that were the subject of the Asserted Claims, and such action results in a recovery, verdict or award (collectively, the "Verdict") against such non-released person or entity, such Verdict shall, pursuant to the provisions of the Maryland Uniform Contribution Among Joint Tortfeasors Act (the "Act"), be reduced by the greater of the total consideration paid for the releases provided under this Agreement or the statutory *pro rata* shares of the Defendants' Released Parties. Any such Verdict shall be reduced whether or not such Defendants' Released Parties are determined to be joint tortfeasors in such other action. To ensure that the Defendants' Released Parties gain the benefit of the Verdict reductions

provided for in the Act, the Defendants' Released Parties shall each be considered to be joint tortfeasors, within the meaning of the Act, to the same extent and effect as if judgments had been rendered against them as joint tortfeasors in such other action(s).

(h) Cross Releases Among and Between the Defendants. The Defendants each hereby release, acquit, and forever discharge one another and each other's agents, assigns, principals, heirs, executors, administrators, personal representatives, spouses, predecessors, successors, officers, directors, stockholders, affiliates, privies and insurers, with respect to any claim or action arising from or relating to the Disputes, the Action, the Transactions, the Asserted Claims, or the acts and omissions alleged in the Complaint and any amendments thereto.

5. Review and Understanding of Agreement. The Parties represent that prior to signing this Agreement they have read it, understood its terms and conditions, were given an opportunity to consult with counsel and voluntarily signed it after conferring with their attorneys.

6. No Assignments. The Parties warrant and represent that, prior to the execution of this Agreement, they have not sold, conveyed, nor made, nor suffered to be made, any assignment or transfer of any right, claim, demand or cause of action arising from or relating to the Disputes, the Action, the Transactions, the Asserted Claims, or any act or omission alleged in the Complaint and any amendments thereto (with the exception of the transfer of the claims released herein to the Trustee as a result of the filing of the Bankruptcy Case).

7. No Representations. Each Party acknowledges that no representation of fact or opinion not stated herein has been made by any other Party, or their attorneys, to induce this Agreement with respect to the extent or nature of any injuries or damages or as to the likelihood of future damages, or recovery therefore, and each of the Parties has taken into consideration the fact that unexpected consequences may result, known and unknown.

8. Cooperation/Further Assurances. The Parties agree to cooperate fully and to assist in a reasonable manner in taking any and all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this agreement, without further cost or expense on the part of the others.

9. Payment of Fees and Costs. The Parties to this Agreement shall pay their own costs and fees, including attorneys' fees, which were incurred in connection with the Disputes, the Transactions, the Action, the Confessed Judgment Case, the Appeal and the Bankruptcy Case.

10. **Dismissal of Claims.** The Parties agree to take all necessary steps to effectuate a dismissal of the Action, with prejudice, within 5 days of the Trustee's receipt in full of all of the consideration specified in this Agreement and an Order by the Bankruptcy Court approving this settlement having become final and non-appealable. Upon receipt of the Court's opinion in the Appeal, the parties to the Appeal agree to take all necessary steps to effectuate the dismissal, with prejudice, of all claims asserted by or against any person or entity in the Confessed Judgment Case and the Appeal.

11. **Approval by the Bankruptcy Court.** This Agreement is contingent upon and is subject to approval by the Bankruptcy Court. If for any reason the Bankruptcy Court does not approve this Agreement, this Agreement shall be null and void.

12. **Acknowledgement of Authority.** The individuals signing this Agreement on behalf of any Party warrant and represent that they have all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

13. **Miscellaneous.**

(a) **Complete Agreement.** This writing constitutes the complete, final and entire understanding of the Parties hereto, and they shall not be bound by any terms, covenants, conditions or representations not expressly herein contained, in writing.

(b) **Modification.** This Agreement may not be modified or changed orally, but only by an agreement in writing signed by the party against whom enforcement of any such change is sought.

(c) **Choice of Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Maryland.

(d) **Construction.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party who caused it to have been drafted.

(e) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

(f) **Signatures.** Facsimile and scanned signatures shall be deemed to have the full force and effect of ink signatures.

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Witness our hands and seals this 4<sup>th</sup> day of December, 2013.

WITNESS:

Jennifer M. Green

Marc H. Baer

(SEAL)

Marc H. Baer, Chapter 7 Trustee

*In Re: Charles E. Moore; Felicia W. Moore,*

in the United States Bankruptcy Court for the District of  
Maryland, Case No. 13-12841-NVA

STATE OF MARYLAND, CITY/COUNTY OF CARROLL To Wit:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of December, 2013, before  
me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared  
Marc H. Baer, known to me or satisfactorily proven to be the person whose name is subscribed to the  
within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

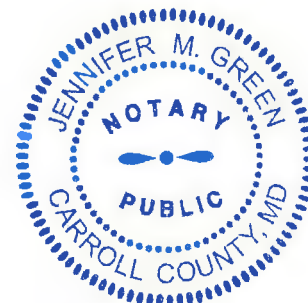
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer M. Green

Notary Public

My Commission Expires: 3/22/17

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Witness our hands and seals this 4th day of NOV, 2013.

WITNESS:

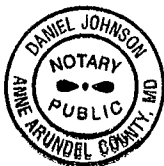
Patricia Dant  
Patricia Dant

Robert Svehlak (SEAL)  
Robert Svehlak

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL To Wit:

I HEREBY CERTIFY that on this 4th day of NOVEMBER, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared ROBERT SVEHLAK, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Daniel Johnson  
NOTARY PUBLIC  
Anne Arundel County  
State of Maryland  
My Commission Expires  
JANUARY 13, 2014

[Signature]  
Notary Public

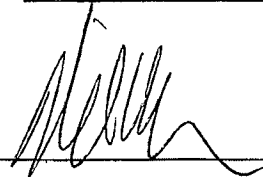
My Commission Expires: JANUARY 13, 2014

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Witness our hands and seals this 7<sup>th</sup> day of November, 2013.

WITNESS:

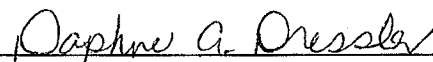
  
LeNora Clappitt

  
Neil D. Roseman (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF Howard To Wit:

I HEREBY CERTIFY that on this 7 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Neil Roseman, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 8.21-17

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Witness our hands and seals this 4<sup>th</sup> day of NOVEMBER, 2013.

WITNESS:

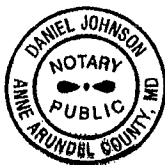
Kristen Roller  
Kristen Roller

Beverly J. Svoboda (SEAL)  
Beverly J. Svoboda

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL To Wit:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of NOVEMBER, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared BEVERLY J. SVOBODA, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Daniel Johnson  
NOTARY PUBLIC  
Anne Arundel County  
State of Maryland  
My Commission Expires  
JANUARY 13, 2014

[Signature]  
Notary Public

My Commission Expires: JANUARY 13 2014

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Witness our hands and seals this 4TH day of Nov, 2013.

WITNESS:

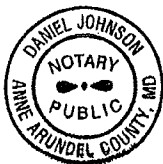
Patricia Sant  
Patricia Sant

Robert Shuck (SEAL)  
Imagine Capital, Inc.

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL To Wit:

I HEREBY CERTIFY that on this 4TH day of NOVEMBER, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared ROBERT SVETILAK, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Daniel Johnson  
NOTARY PUBLIC  
Anne Arundel County  
State of Maryland  
My Commission Expires  
JANUARY 13, 2014

[Signature]  
Notary Public

My Commission Expires: JANUARY 13, 2014

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Witness our hands and seals this 7<sup>th</sup> day of November, 2013.

WITNESS:

[Signature]  
Lenora Clapitt

[Signature] (SEAL)  
Leadprobe, Inc.

STATE OF MARYLAND, CITY/COUNTY OF Howard To Wit:

I HEREBY CERTIFY that on this 7 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared  
Neil Roseman, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Daphne A. Dressler  
Notary Public

My Commission Expires: 8-21-17

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Witness our hands and seals this 4<sup>th</sup> day of NOV, 2013.

WITNESS:

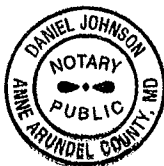
Patricia Dant  
Patricia Dant

[Signature] (SEAL)  
Boomerang Properties, LLC

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL To Wit:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of NOVEMBER, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared ROBERT SNEUAK, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Daniel Johnson  
NOTARY PUBLIC  
Anne Arundel County  
State of Maryland  
My Commission Expires  
JANUARY 13 2014

[Signature]  
Notary Public

My Commission Expires: JANUARY 13 2014

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Witness our hands and seals this 14 day of November, 2013.

Witness:

King Title Company, Inc.

Mary L. Pursley

(Signature) (Seal)  
By: David Pierce, President

State of Maryland, County of Baltimore To Wit:

I Hereby Certify that on this 14 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared David Pierce, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary L. Pursley  
Notary Public  
Baltimore County, Maryland

(Signature)  
Notary Public  
My Commission Expires: 4/1/15

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Witness our hands and seals this 14 day of November, 2013.

Witness:

Mary L. Pursley

David Pierce (Seal)

State of Maryland, County of Baltimore To Wit:

I **Hereby Certify** that on this 14 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared David Pierce, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary L. Pursley  
Notary Public  
Baltimore County, Maryland

Mary L. Pursley  
Notary Public

My Commission Expires: 4/1/15

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Witness our hands and seals this 30<sup>th</sup> day of October, 2013.

WITNESS:

Melissa J. Poe

Ronald B. Katz (SEAL)  
Ronald B. Katz

STATE OF MARYLAND, CITY/COUNTY OF Baltimore To Wit:

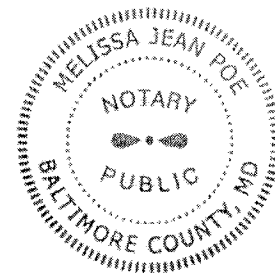
I HEREBY CERTIFY that on this 30<sup>th</sup> day of October, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Ronald B. Katz, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Melissa J. Poe  
Notary Public

My Commission Expires: 12/9/2015

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Witness our hands and seals this 30th day of October, 2013.

WITNESS:

Melissa J Poe

Ronald B. Katz, Pres. (SEAL)  
Ronald B. Katz, P.A.

STATE OF MARYLAND, CITY/COUNTY OF Baltimore To Wit:

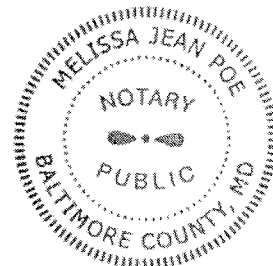
I HEREBY CERTIFY that on this 30th day of October, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Ronald B. Katz, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Melissa J Poe  
Notary Public

My Commission Expires: 12/9/2015

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Witness our hands and seals this 7<sup>th</sup> day of November, 2013.

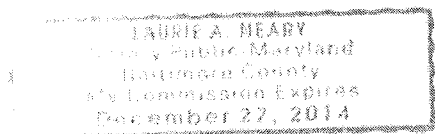
WITNESS:

James W. Holderness (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE To Wit:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared JAMES HOLDERNES, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie A. Neary  
Notary Public

My Commission Expires: 12/22/2014

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Witness our hands and seals this 7<sup>th</sup> day of November, 2013.

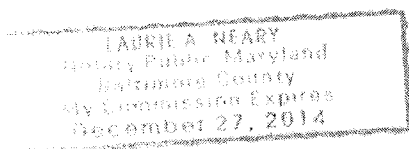
WITNESS:

  
\_\_\_\_\_  
Holderness, Menchel & Alter, LLC (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE To Wit:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared JAMES  
Holderness, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie A. Neary  
Notary Public

My Commission Expires: 12/27/2014

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Witness our hands and seals this 7<sup>th</sup> day of November, 2013.

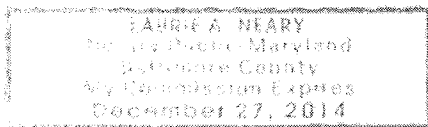
WITNESS:

\_\_\_\_\_  
Holderness & Associates, LLC (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE To Wit:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared JAMES HOLDERNESS, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Laurie A. Neary  
Notary Public

My Commission Expires: 12/27/2014

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Witness our hands and seals this 31st day of October, 2013.

WITNESS:

Tusha Marie Dobry

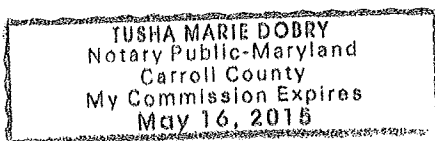
Robert C. Brendel

(SEAL)

STATE OF MARYLAND, CITY/COUNTY OF Carroll To Wit:

I HEREBY CERTIFY that on this 31 day of October, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Robert C. Brendel, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Tusha Marie Dobry  
Notary Public

My Commission Expires: \_\_\_\_\_

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Witness our hands and seals this 31st day of October, 2013.

WITNESS:

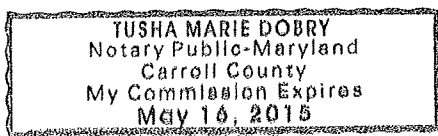
Tusha M. Dobry

Robert C. Brendel (SEAL)  
Robert C. Brendel, P.A.

STATE OF MARYLAND, CITY/COUNTY OF Carroll To Wit:

I HEREBY CERTIFY that on this 31 day of October, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Robert C. Brendel known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Tusha Marie Dobry  
Notary Public

My Commission Expires: \_\_\_\_\_

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Witness our hands and seals this 31<sup>st</sup> day of Oct, 2013.

WITNESS:

Tasha M. Doby

Cynthia Karawan Brando (SEAL)  
Stonegate Title Co.

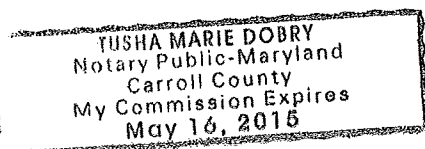
STATE OF MARYLAND, CITY/COUNTY OF Carroll To Wit:

I HEREBY CERTIFY that on this 31 day of October, 2013, before

me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared

Cynthia Karawan Brando known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Tasha Marie Doby  
Notary Public

My Commission Expires: \_\_\_\_\_

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Witness our hands and seals this 31<sup>st</sup> day of Oct., 2013.

WITNESS:

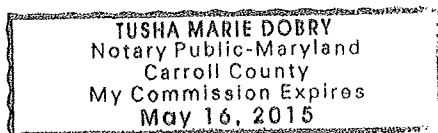
Tusha Marie Dobry

Cynthia K. Brendel (SEAL)  
Cynthia K. Brendel

STATE OF MARYLAND, CITY/COUNTY OF Carroll To Wit:

I HEREBY CERTIFY that on this 31 day of October, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Cynthia K. Brendel, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



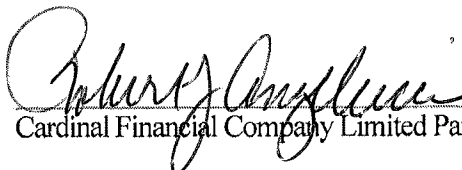
Tusha Marie Dobry  
Notary Public

My Commission Expires: 5-16-15

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Witness our hands and seals this 6th day of NOVEMBER, 2013.

WITNESS:

 (SEAL)  
Cardinal Financial Company Limited Partnership

~~STATE OF MARYLAND~~ <sup>PENNSYLVANIA</sup> CITY/COUNTY OF BUCKS To Wit:

I HEREBY CERTIFY that on this 6th day of NOVEMBER, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared ROBERT J. ANGELUCCI, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
FRANCIS A. ANSEL, Notary Public  
Lower Southampton Twp., Bucks County  
My Commission Expires October 1, 2014

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Witness our hands and seals this 27<sup>th</sup> day of November, 2013.

WITNESS:

Michael E. Walsh (SEAL)  
Granite Finance, LLC by Michael E. Walsh, Authorized Member

Commonwealth of Virginia

~~STATE OF MARYLAND~~, CITY/COUNTY OF Henrico To Wit:

I HEREBY CERTIFY that on this 27 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Michael E. Walsh, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicole Shemondley  
Notary Public

My Commission Expires: 10/31/2014



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Witness our hands and seals this 27<sup>th</sup> day of November, 2013.

WITNESS:

Michael E. Walsh (SEAL)  
Granite Partners, LLC by Michael E. Walsh, Authorized member

Commonwealth of Virginia

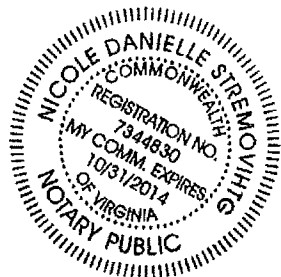
~~STATE OF MARYLAND~~, CITY/COUNTY OF Henrico To Wit:

I HEREBY CERTIFY that on this 27 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Michael E. Walsh, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicole Stremont  
Notary Public

My Commission Expires: 10/31/2014



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Witness our hands and seals this 27<sup>th</sup> day of November, 2013.

WITNESS:

\_\_\_\_\_  
Michael E. Walsh (SEAL)  
Granite Development, LLC by Michael E. Walsh, Authorized Member

Commonwealth of Virginia

STATE OF ~~MARYLAND~~, CITY/COUNTY OF

Henrico

To Wit:

I HEREBY CERTIFY that on this 27 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Michael E. Walsh, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicole Stremowicz  
Notary Public

My Commission Expires: 10/31/2014



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Witness our hands and seals this 27<sup>th</sup> day of November, 2013.

WITNESS:

Michael E. Walsh (SEAL)  
Michael Walsh

Commonwealth of Virginia

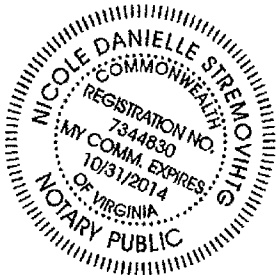
STATE OF MARYLAND, CITY/COUNTY OF

Henrico

To Wit:

I HEREBY CERTIFY that on this 27 day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Michael E. Walsh, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Nicole Stremonty  
Notary Public

My Commission Expires: 10/31/2014

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Witness our hands and seals this 21 day of November, 2013.

WITNESS:

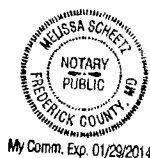
[Signature]  
Catherine Shiley

[Signature] (SEAL)  
Wells Fargo Bank, N.A.

STATE OF MARYLAND, CITY/COUNTY OF Frederick To Wit:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of November, 2013, before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Lisa Dwyer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: 01/29/2014

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Witness our hands and seals this 15 day of November, 2013.  
WITNESS:

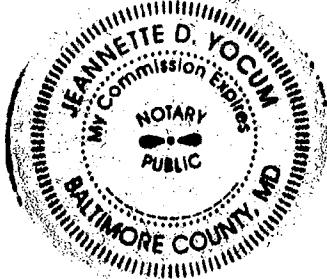
Jeannette Yocum [Signature] (SEAL)  
Bowie & Jensen, LLC  
Matthew G. Hjortsberg

STATE OF MARYLAND, CITY/COUNTY OF Baltimore To Wit:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of November, 2013, before

me, the undersigned, a Notary Public of the State and City/County aforesaid, personally appeared Matthew Hjortsberg known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jeannette D. Yocum  
Notary Public  
My Commission Expires: 6-21-2015



Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESS:

\_\_\_\_\_  
(SEAL)  
Kathryn M. Jewell

STATE OF <sup>Missouri</sup> ~~MARYLAND~~, CITY/COUNTY OF St. Louis To Wit:

I HEREBY CERTIFY that on this 3rd day of December, 2013,  
before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally  
appeared Kathryn M Jewell known to me or satisfactorily proven to be the person whose name  
is subscribed to the within instrument, and acknowledged that he/she executed the same for the  
purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



JULIA B. JENNINGS  
My Commission Expires  
April 10, 2014  
St. Louis County  
Commission #10397413

Julia B. Jennings  
Notary Public

My Commission Expires: 4-10-14

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
WITNESS:

\_\_\_\_\_  
(SEAL)  
E&W Realty, LLC

Missouri  
STATE OF ~~MARYLAND~~, CITY/COUNTY OF St. Louis To Wit:

I HEREBY CERTIFY that on this 3rd day of December, 2013,  
before me, the undersigned, a Notary Public of the State and City/County aforesaid, personally  
appeared Kathryn M Sewell known to me or satisfactorily proven to be the person whose name  
is subscribed to the within instrument, and acknowledged that he/she executed the same for the  
purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



JULIA B. JENNINGS  
My Commission Expires  
April 10, 2014  
St. Louis County  
Commission #10397413

Julia B. Jennings  
Notary Public  
My Commission Expires: 4-10-14

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